

EXHIBIT B

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2019 MAR 04 02:04 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 19-2-06024-7 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

HARBOUR HOMES, LLC, a Washington
limited liability company,

Plaintiff,

v.

NEVADA CAPITAL INSURANCE
COMPANY, a Nevada insurance company,

Defendant.

NO.

COMPLAINT

Harbour Homes, LLC, by and through its attorneys, Ashbaugh Beal, LLP, for its
Complaint allege as follows:

I. PARTIES

1. Harbour Homes, LLC (€Harbour•) is a Washington limited liability company
doing business in King County, Washington.

2. Nevada Capital Insurance Company (€NCIC•), is a Nevada insurance
company doing business in King County Washington

II. VENUE & JURISDICTION

5. The Court has jurisdiction over the parties and the subject matter of this
action.

6. Venue is proper pursuant to RCW 4.12.025(3).

1 **III. FACTUAL BACKGROUND**

2 1. On or about July 3, 2018 Mario Perez Martinez and Maria Cenicerros filed suit
3 against Harbour in King County Superior Court. A true and correct copy of that lawsuit is
4 attached as Exhibit A.

5 2. The lawsuit filed by Mr. Martinez and Ms. Cenicerros (the "Underlying Suit")
6 arises out of injuries Mr. Martinez allegedly suffered while working as an employee of
7 Delcon Construction, LLC on a construction project where Harbour was the general
8 contractor and Delcon was Harbour,s subcontractor.

9 3. Pursuant to the applicable Harbour-Delcon subcontract agreement, Delcon
10 was required to name Harbour as an additional insured on its commercial general liability
11 policy.

12 4. At the time Mr. Martinez was injured, Delcon,s commercial general liability
13 insurer was NCIC. A true and correct copy of the NCIC policy insuring Delcon (and Harbour
14 as an additional insured) is attached as Exhibit B.

15 5. On July 13, 2018, Harbour tendered to Delcon and NCIC its request for
16 defense and indemnity relative to the Underlying Suit. Attached as Exhibit C is a true and
17 correct copy of Harbour,s tender letter.

18 6. On July 25, 2018, NCIC,s agent and/or employee, Jeanie Watkins,
19 acknowledged Harbour,s tender. On August 6, 2018 Ms. Watkins wrote to Harbour formally
20 recognizing Harbour,s claim for insurance benefits and notifying Harbour "that responsibility
21 for the Claim file has been transferred [to] R&Q Solutions LLC." A true and correct copy
22 of Ms. Watkins August 6, 2018 letter is attached as Exhibit C. On information and belief
23 R&Q Solutions is a third party claims administrator for NCIC.
24

1 7. Harbour then received an undated letter from Cedar McCredie of R&Q
2 Solutions in early August, 2018. Mr. McCredie,s letter again acknowledges Harbour,s
3 tender but refuses to provide defense and indemnity benefits because €we have not confirmed
4 there is an endorsement for Harbour Homes, LLC as an additional insured under our
5 policyf • A true and correct copy of Mr. McCredie,s letter is attached as Exhibit D.

6 8. Following Mr. McCredie,s letter, neither NCIC nor R&Q took any measure to
7 defend Harbour against the Underlying Lawsuit.

8 9. Likewise, on information and belief, neither entity performed any
9 investigation activity or otherwise endeavored to determine whether there was a possibility of
10 coverage and, therefore, that a defense to Harbour was immediately owed.

11 10. After not hearing from NCIC for months, Harbour itself investigated the sole
12 issue cited by NCIC for failing to defend,, its alleged need to €confirm there is an
13 endorsement for Harbour Homes, LLC as an additional insured under the policy. •

14 11. Confirming that such an endorsement exists was as simple as placing a phone
15 call to Delcon,s insurance broker, the Wingert Insurance Agency. Attached as Exhibit E are
16 true and correct copies of the ongoing operations and completed operations endorsements
17 which make Harbour an additional insured on the insurance policy NCIC issued to Delcon.

18 12. The ongoing operations endorsement provides as follows:
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Name Of Additional Insured Person(s) Or Organization(s):
Harbour Homes LLC

13. The ongoing operations endorsement also provides that coverage to Harbour is limited to "Locations of Covered Operations" which are "approved and on File with RIC Insurance."

14. On information and belief, RIC Insurance is an insurance brokerage and has no information about locations of covered operations (or, at best, only limited information). This is because the Delcon account originated at a small insurance brokerage located in Friday Harbor, Washington which was subsequently purchased by, and consolidated into, RIC. In this process, RIC lost most of, if not all, documentation associated with Delcon and/or Delcon additional insureds.

15. On information and belief, after accepting Harbour's tender, NCIC/R&Q made no effort to contact either the Wingert Insurance Agency or RIC relative to NCIC's duty to defend. Moreover, even if either entity had actually done so, it would not have been able to rule out the possibility of coverage to Harbour. To the contrary, any interaction with RIC would have confirmed that there was the possibility of coverage due to, at a minimum, material portions of the Delcon file being missing/lost.

16. On December 11, 2018, Harbour sent a RCW 48.30.015(8) notice to NCIC stating its intent to make a claim against NCIC pursuant to Washington's Insurance Fair

1 Conduct Act. That letter specifically states that it is (1) not an offer to cure and (2) that no
2 cure will occur by NCIC unilaterally appointing defense counsel upon receipt of Harbour,s
3 RCW 48.30.015(8) correspondence.

4 **I. CAUSES OF ACTION**

5 **First Cause of Action€ Breach of Contract**

6 17. Harbour realleges paragraphs 1-16 as though fully set forth herein.

7 18. NCIC,s conduct as described in Paragraphs 1-17 constitutes an unreasonable
8 breach of its policy which provides additional insured coverage for Harbour. Harbour has
9 been damaged in an amount to be proven at trial, including all defense costs incurred to date,
10 together with the amount of any reasonable settlement or judgment in favor of the plaintiffs
11 in the Underlying Suit.

12 19. Harbour is entitled to pre-judgment interest on the amount of its payments of
13 defense costs and upon any reasonable settlement which may be reached with the underlying
14 plaintiffs.

15 **Second Cause of Action€ Violation of Consumer Protection Act (WNAC)**

16 20. Harbour realleges paragraphs 1-19 as though fully set forth herein.

17 31. Each of the acts and omissions described herein were committed in the course
18 of trade and commerce.

19 22. NCIC,s acts and omissions pled herein are per se unfair and deceptive acts or
20 practices pursuant to the Washington Consumer Protection Act, and/or had the capacity to
21 deceive.

22 23. Each of the acts or omissions described herein impacts the public interest.

23 24. The acts or omissions described herein have caused injury/damage to
24 plaintiffs in their business/property.

1 25. Harbour is entitled to recover trebled damages up to the statutory maximum
2 for each violation.

3 **Third Cause of Action-- Declaratory Relief (both defendants).**

4 26. Harbour realleges Paragraphs 1-25 as though fully set forth herein.

5 27. There is a clear and present dispute between Harbour and NCIC concerning
6 their respective rights and obligations. Accordingly, Harbour seeks declaratory relief on, at a
7 minimum, the following topics:

8 A. An adjudication of whether NCIC breached its defense obligation to
9 Harbour, and if so, when that breach first occurred;

10 B. Whether NCIC breached the Washington Consumer Protection Act by
11 the conduct set forth in this Complaint;

12 D. Whether NCIC breached RCW 48.01.030.

13 E. Whether Harbour is a "first party claimant" as defined by Washington
14 statute and/or regulation.

15 F. Whether NCIC breached WAC 284-30-330(5), 284-30-330(4), (6) (7)
16 and/or (13) and or 284-30-370;

17 H. Such other and further declaratory relief as the court may deem
18 appropriate.

19 **Fourth Cause of Action---Breach of Insurance Fair Conduct Act.**

20 28. Harbour realleges paragraphs 1-27 as though fully set forth herein.

21 29. NCIC's conduct as described herein constitutes an unreasonable denial of
22 coverage or payment under RCW 48.30.015, the Insurance Fair Conduct Act. Harbour has
23 provided NCIC with timely notice of his intent to bring a claim against NCIC pursuant to the
24

1 Insurance Fair Conduct Act as required under RCW 48.30.015(8)(a). NCIC has not resolved
2 the basis of Harbour,s claim. As a result, Harbour is entitled to damages under RCW
3 48.30.015 in amount to be proven at trial.

4 **Fifth Cause of Action---Bad Faith.**

5 30. Harbour realleges paragraphs 1-29 as though fully set forth herein.

6 31. NCIC,s actions and inactions were unreasonable and, therefore, in bad faith.
7 As a result, Harbour has been directly and proximately damaged in an amount to be proven at
8 trial.

9
10 **II. PRAYER FOR RELIEF**

11 WHEREFORE, having stated its Complaint for monetary damages and declaratory
12 relief, Harbour prays for relief as follows:

- 13 1. For damages in an amount to be proven at trial;
- 14 2. For declaratory relief;
- 15 3. For an award of attorneys, fees, expert costs and other costs incurred;
- 16 4. For treble damages under the Consumer Protection Act up to the statutory
17 maximum;
- 18 5. For damages under the Insurance Fair Conduct Act including, but not limited
19 to, to attorneys, fees, expert fees, and treble Harbour,s actual damages;
- 20 6. For coverage by estoppel.
- 21 7. For such other and further relief as the Court deems just and equitable.

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DATED: March 4, 2019.

ASHBAUGH BEAL LLP

By: s/ Tristan N. Swanson

Tristan N. Swanson, WSBA #41934

tswanson@ashbaughbeal.com

701 5th Avenue, Suite 4400

Seattle, WA 98104

Attorneys for Plaintiff

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

MARIO PEREZ MARTINEZ and MARIA
CENICEROS

Plaintiffs,

v.

HARBOUR HOMES, LLC, a Washington
Corporation;

Defendant.

NO. 18-2-16456-7 SEA

COMPLAINT FOR DAMAGES

Plaintiffs Mario Perez Martinez and Maria Cenicerros, by and through their attorneys
Betsy Rodriguez of Betsy Rodriguez, P.S., Michael T. Pfau, and Beth A. Davis of Pfau Cochran
Vertetis Amala PLLC, hereby state and allege as follows:

I. PARTIES

1.1 At all times relevant to this cause of action, Plaintiffs Mario Perez Martinez and
Maria Cenicerros were a married couple residing in Snohomish County, Washington.

1.2 Upon information and belief, defendant Harbour Homes, LLC, is a Washington
for-profit corporation with its principal place of business in Seattle, Washington. This
defendant is referred to herein as "Harbour Homes." At all relevant times, Harbour Homes was

1 the general contractor at a construction site located at 3122 92nd Place, Everett, Snohomish
2 County, Washington, 98208.

3 II. JURISDICTION AND VENUE

4 2.1 Upon information and belief, defendant Harbour Homes' principal place of
5 business is in Seattle, King County, Washington.

6 2.2 As such, this Court has jurisdiction over this matter pursuant to RCW 2.08.010,
7 and venue is proper in this Court pursuant to RCW 4.12.020 and RCW 4.12.025.

9 III. STATEMENT OF FACTS

10 3.1 Upon information and belief, prior to February 29, 2016, defendant Harbour
11 Homes, a general contractor, entered into a contract with Plaintiff Perez Martinez's employer, a
12 subcontractor, for the purpose providing construction services, including framing, on a
13 construction project involving the construction of a new residential house located at 3122 92nd
14 Place, Everett, Snohomish County, Washington, 98208 (hereinafter referred to as "the
15 construction site.").

16 3.2 All work being performed on the worksite by Plaintiff Perez Martinez's
17 employer was being performed pursuant to the contract between his employer and defendant
18 Harbour Homes.

19 3.3 Upon information and belief, defendant Harbour Homes retained the right to
20 control the worksite, including the right to control the work being performed by Plaintiff Perez
21 Martinez's employer and the work that led to Plaintiff Perez Martinez's injuries.

22 3.4 At all times material hereto, defendant Harbour Homes was the general
23 contractor on the construction site who performed the functions and duties of a general
24 contractor, including all supervisory functions.
25
26

1 3.5 On February 29, 2016, while installing framing on the second floor of the home,
2 Plaintiff Perez Martinez stepped on an unsecured board and fell two stories to the ground and
3 sustained serious injuries.

4 3.6 No fall protection methods were in place to prevent Plaintiff Perez Martinez
5 from falling.

6 3.7 No safety trainings or weekly safety meetings were conducted prior to Plaintiff
7 Perez Martinez's fall.

8 3.8 Plaintiff Perez Martinez suffered, and continues to suffer, general and special
9 damages as a result of the incident, including physical injuries, emotional distress, and pain and
10 suffering.

11 3.9 The injuries Plaintiff Perez Martinez suffered also rendered him unable to
12 perform his work as a construction worker. As a result, Plaintiff Perez Martinez lost a
13 significant amount of income that he would have otherwise earned but for those injuries, and his
14 earning capacity has been significantly diminished.

15 3.10 Plaintiff Maria Cenicerros was harmed by the injuries to her husband through the
16 loss of love, affection, and services of her husband.

17 IV. CAUSES OF ACTION

18 4.1 Defendant Harbour Homes had a duty to exercise reasonable care in
19 coordinating, managing, inspecting, equipping, and/or otherwise supervising the work of sub-
20 contractors at the construction site.

21 4.2 Harbour Homes breached that duty by allowing the construction site to become
22 an unsafe place to work, including by failing to ensure that policies, procedures, and practices
23 were in place that would ensure a safe construction site.

1 4.3 Harbour Homes negligent conduct included a breach of the duty of care it owed
2 to Plaintiff Perez Martinez under the Washington Industrial Safety and Health Act of 1973,
3 RCW Title 49, Chapter 17, administrative regulations promulgated under the authority of that
4 statute including WAC 296-155, the Federal Occupational Safety and Health Act, U.S.C. Title
5 29, Chapter 15, and administrative regulations promulgated under the authority of that statute.
6 Harbour Homes' negligent conduct includes, but is not necessarily limited to:

- 7
- 8 (a) Failure to exercise reasonable care and caution in devising the methods by
9 which workers were to work around fall hazards;
 - 10 (b) Failure to establish an accident prevention program that was enforced and
11 effective in practice;
 - 12 (c) Failure to provide proper oversight and training to ensure safe work practices
13 were utilized and safety regulations were complied with;
 - 14 (d) Failure to exercise reasonable care in identifying hazards including (1) the
15 unsecured boards and (2) fall hazards on the jobsite;
 - 16 (e) Failure to provide a means by which Plaintiff Perez Martinez could have tied
17 off and/or failure to erect guardrails around the fall hazard area.
- 18

19 4.4 Plaintiff Perez Martinez suffered significant general and special damages as a
20 direct and proximate result of Harbour Homes' negligence, including Harbour Homes allowing
21 Plaintiff Perez Martinez to be directed, as part of his usual employment, to work in a
22 foreseeably dangerous place and in a foreseeably dangerous manner due to improper equipment
23 and training, which Harbour Homes had a non-delegable duty to provide.
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25 4.5 As a proximate cause of the foregoing acts of negligence by defendant Harbour
26 Homes, plaintiff Maria Cenicerros suffered loss of consortium.

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V. JURY DEMAND

5.1 Plaintiffs request that this matter be tried before a jury.

VI. PRAYER FOR RELIEF

6.1 Plaintiffs pray for judgment against defendant Harbour Homes for general and special damages, in an amount to be proven at the time of trial, for statutory interest, and for such other and further relief as the Court deems just and equitable.

6.2 Plaintiffs specifically reserve the right to pursue additional causes of action, other than those specifically outlined above, that are supported by the facts pleaded herein or that may be supported by other facts that emerge during discovery.

DATED this 3rd day of July, 2018.

BETSY RODRIGUEZ, P.S.

By: /s/ Betsy Rodriguez
Betsy Rodriguez, WSBA No. 28096
betsy@brodriguezattorneys.com

PFAU COCHRAN VERTETIS AMALA PLLC


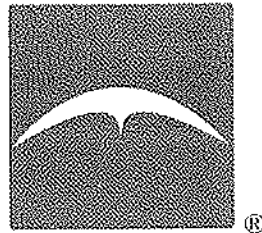
By: 
Michael T. Pfau, WSBA No. 22649
michael@pcvalaw.com
Beth A. Davis, WSBA No. 45674
bdavis@pcvalaw.com
Attorneys for Plaintiff

EXHIBIT B

**Nevada
Capital
Insurance Co.**



Commercial Policy

POLICY CONSISTS OF: DECLARATIONS • COMMON POLICY CONDITIONS • ONE OR MORE COVERAGE PARTS. A
COVERAGE PART CONSISTS OF: ONE OR MORE COVERAGE FORMS, APPLICABLE FORMS AND ENDORSEMENTS.

IN WITNESS WHEREOF, the Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized agent of the Company at the agency hereinbefore mentioned.

A handwritten signature in black ink, appearing to read 'D. Gray Tyndall', written in a cursive style.

D. Gray Tyndall
Secretary

A handwritten signature in black ink, appearing to read 'Jeff J. Gans', written in a cursive style.

Jeff J. Gans
President

SURPLUS LINES

Nevada Capital Insurance Company

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

AGENCY BILL

AUDITABLE

SERVICE OF SUIT NO FLAT CANCELLATION
CLAUSE ATTACHED

Policy Number: 77-NPP-4-041584

Renewal of: 77-NPP-4-041584

Named Insured and Mailing Address:
Delcon Construction LLC
18900 Crown Ridge Blvd
Arlington, WA 98223

Agent:
7701
RIC Insurance General Agency Inc
P.O. Box 2599
Friday Harbor, WA 98250

(360) 378-2033

Policy Period: From: 03/24/2015 To: 03/24/2016 at 12:01 A.M. Standard Time at your mailing address shown above.

Legal Text: Wingert Insurance Agency

Business Description: 91344 - Carpentry - Framing

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	\$ 4,236
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Special Programs	
Boiler and Machinery Coverage Part	
Terrorism Risk Insurance Act of 2002	No Charge
Surplus Lines Tax:	\$ 90.72
Other Tax:	
Stamping Fee:	\$ 4.54
Broker Fee:	\$ 300.00
Other Fee:	

Total Charges Due: \$ 4,631.26

This is not a bill. Any premium due will be applied to the Account Bill.

TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:
Refer to Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

04/02/2015
Countersignature Date

RIC Insurance General Agency Inc
Authorized Representative

"This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington State guaranty association law." (RIC Insurance General Agency, Inc.)

Insured Copy

Nevada Capital Insurance Company

COMMERCIAL POLICY

FORM SCHEDULE

POLICY NUMBER: 77-NPP-4-041584

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description
00-031	0114	Commercial Policy Jacket
JDL 195-X-1	0811	Common Policy Declaration
JDL 195-X-9	0492	Additional Interest Schedule
JDL 195-X-3	0492	Location Schedule
77-030	1111	Common Policy Conditions
77-032	1111	Excl-Acts of Nuclear/Bio/Chem Radioactive Terrorism
77-033	1111	Punitive Damages Exclusion
77-034	1111	Audit and Advance Premium Endorsement
77-035	1111	Notice to Insureds (Regarding Claims)
77-036	1111	Consumer Privacy Information
77-037	1111	Notice of Insurance Coverage for Acts of Terrorism
77-038	0912	Minimum Earned Premium and Cancellation Premium Endt
77-053	1111	Service of Suit - Washington
IL0003	0702	Calculation of Premium
IL0021	0498	Nuclear Energy Liability Exclusion Endorsement
ILN142	0606	Washington Fraud Statement

Nevada Capital Insurance Company
ADDITIONAL INTEREST SCHEDULE

Policy Number: 77-NPP-4-041584
Delcon Construction LLC
18900 Crown Ridge Blvd
Arlington, WA 98223

AGENT #: 7701
RIC Insurance General Agency Inc
P.O. Box 2599
Friday Harbor, WA 98250

LIABILITY:

Additional Insured

As approved and on file with RIC
Insurance General Agency
Spring St
Friday Harbor, WA 98250

CG2010 - WA - Loc #1

Nevada Capital Insurance Company

LOCATION SCHEDULE

Policy Number: 77-NPP-4-041584
Delcon Construction LLC
18900 Crown Ridge Blvd
Arlington, WA 98223

AGENT #: 7701
RIC Insurance General Agency Inc
P.O. Box 2599
Friday Harbor, WA 98250

Prem No.	Bldg No.	Address
001	001	18900 Crown Ridge Blvd Arlington, WA 98223

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
10 days before the effective date of cancellation if we cancel for any reason including nonpayment of premium.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – ACTS OF NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOACTIVE TERRORISM

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

A. The following exclusion is added:

EXCLUSION OF AN "OTHER ACT OF TERRORISM"

We will not pay for "any injury or damage" of any kind or nature arising directly or indirectly out of any "other act of terrorism." But this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, dispersal, discharge, release, application or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the use, dispersal, discharge, release, application or escape of pathogenic or poisonous biological, chemical or radioactive materials; or
3. Pathogenic or poisonous biological, chemical or radioactive materials are used, dispersed, discharged, released, applied or escaped and it appears that one purpose of the terrorism was to use, disperse, discharge, release, apply or cause the escape of such materials.

B. The following definitions are added with respect to the provisions of this endorsement:

1. "Any injury or damage" means any injury or damage under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or endorsement.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism". Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This exclusion modifies insurance provided under all Coverage Part(s).

This policy does not apply to punitive or exemplary damages incurred by any "insured." This policy also does not apply to defense costs related to punitive or exemplary damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUDIT AND ADVANCE PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY
LIQUOR LIABILITY

Item 5.b. of the Premium Audit Condition (under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, LIQUOR LIABILITY CONDITIONS AND PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS) is amended to read:

- b. The advance premium for this Coverage Part is a deposit premium only. The final premium shall be subject to audit. At the close of each audit period we will compute the earned premium for that period. Any audit premiums are due and payable to us on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. In the event the first named Insured fails or refuses to allow our representative to audit your books and records, we may unilaterally charge a final premium for the policy period at double the minimum or advance premium, whichever is greater, and such final premium shall be immediately due and payable on notice to the first Named Insured. For purposes of this policy, the terms advance premium, earned premium, and minimum are defined as follows:

Advance Premium - The premium that is stated in the policy Declarations and payable in full by the first Named Insured at the inception of the policy.

Earned Premium - The premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the audit period.

Minimum Premium - the lowest premium for which this Insurance will be written for the Policy Period stated in the Declarations. This minimum premium is equal to 100% (unless a different percentage (%) or a dollar amount is shown in the SCHEDULE below) of the advance premium including any premium adjustments made by endorsement to this Policy during this Policy Period. Premium adjustments do not include the audit premium developed for the Policy Period stated in the Declarations.

SCHEDULE OF MINIMUM PREMIUM

COVERAGE PART	MINIMUM PREMIUM
Commercial General Liability Coverage Part	750.00
Liquor Liability Coverage Part	NA
Products/Completed Operations Liability Coverage Part	Included

All other terms and conditions remain unchanged.

NOTICE TO INSUREDS

EVERY ACCIDENT, NO MATTER HOW MINOR IT MAY SEEM, SHOULD BE REPORTED IMMEDIATELY TO YOUR AGENT OR DIRECTLY TO THE COMPANY.

The company has an excellent reputation for service among its policyholders and agents. It has always emphasized the need for its claims' staff to be prompt to contact insureds who make claims, to establish a relationship of trust with them, and to reach mutually satisfactory settlements in a timely fashion.

But our Claims Department obviously cannot help claimants in a timely fashion if it is unaware that an accident has occurred. We ask the help of our insureds to report promptly, accurately and completely all accidents that occur that may be covered. Please get in touch with your agent or the Company as soon as an incident occurs, so that a full report can be filled out. We can reduce time and trouble for you, indemnity and expense costs for us, and pass these savings on to all of our policyholders if we can gain your cooperation in this regard.

Please note that every policy contains conditions similar to the following language.

INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT.

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstance thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

We urgently request your compliance with the above section. Your help in this regard will help us continue to serve you and all of our insureds efficiently and well.

TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER (800) 986 - 9974

CONSUMER PRIVACY INFORMATION

About Insurance Information Practices And How Your Right To Privacy Is Protected

Like you, we are concerned with your privacy and its protection. As our client, we want you to understand how we gather information, how we protect it, and what your rights and responsibilities are regarding recorded information about you.

Most of the personal information we collect comes from your application. We use this information to help decide whether or not a policy can be issued and for rating purposes. To assist in making necessary business decisions, we may need to obtain additional information about you and any family members who are applying for insurance. This information may be requested from public records, consumer reporting agencies, doctors, hospitals, other insurance companies or other individuals. Some examples of this information are: the value and condition of your property, your driving record, employment history, other insurance coverage, general reputation, or health and medical history.

If we order a consumer report from an independent reporting agency, they will obtain information about you in the same way that we would. That is, they may contact you or persons you know. They may personally inspect your property. The information collected by the agency is retained and later shared with others who use these reports. If we use a consumer reporting agency to prepare a report on you, you have the right to be personally interviewed by them. Information you give the agency during an interview will be included in the report sent to us. If you wish to be interviewed, please tell us how the agency can contact you. Every effort will be made to interview you. Even if you are not interviewed, you have the right to request a copy of the report. Contact us or your agent.

Our Privacy Principles

The information we collect about you is for our business purposes and to assist you as our client. We do not sell client information or provide client information to persons or organizations outside our family of companies for their own marketing purposes.

We also require any person or organization providing products or services to clients on our behalf to protect the confidentiality of client information. We also afford prospective and former clients the same protection as existing clients with respect to the use of personal information.

What We Do With Information About You

Information about you will be kept in our policy records. We will refer to and use that information for purposes related to issuing and servicing insurance policies and settling claims.

Without your prior authorization, we may, as permitted by law, share information about you contained in our files with certain persons or organizations. The types of persons or organizations we may share this information with include:

- your agent, broker or sales representative
- adjusters, appraisers, investigators and attorneys
- persons or organizations who need the information to perform a business, professional or insurance function for us, such as businesses that help us with data processing or marketing
- other insurance companies, agents or consumer reporting agencies as it is needed in connection with any application, policy or claim involving you
- an insurance-support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims
- a medical professional to inform you of a medical condition of which you may not be aware
- persons or organizations that conduct scientific research, including actuarial or underwriting studies

- our affiliated companies
- law enforcement or other governmental authorities as required by law

Authorization for Disclosure of Certain Information

There may be times when you may need us to share your personal information with persons or organizations for which we require your written authorization. In these cases, we will obtain your signed authorization before releasing any of your information. The authorization will describe who we should share the information with, the information we need to share, why we are sharing the information the purpose for which it will be used and the length of time it is valid. If you wish to rescind this authorization, you may do so at any time. In any event, the authorization ends within 24 months.

How You Can Review Recorded Information About You

You have the right to review recorded information about you contained in our files. If you have any questions about what information we have on file, please write us. We will need your complete name, address, date of birth, and all policy numbers under which you are insured. Tell us what information you would like to receive. Within 30 business days of receipt of your request, we will contact you and inform you of the nature of recorded information about you in our files. At that time, we will also tell you the identity of the persons or organizations to whom we have disclosed this information in the preceding two years. We will also let you see and copy, in person, such recorded information or we will mail you a copy, if you prefer. There will be a nominal fee charged for the costs of providing this information to you.

Sometimes, if your file contains medical information, we may ask you to name a doctor, licensed to treat the condition to which the medical information relates, to whom we can send such information so that he or she may explain it to you.

There are some kinds of information, however, that we are not required to give you access to. This type of information is generally collected when we evaluate a claim under an insurance policy or when the possibility of a lawsuit exists.

If You Disagree With Our Records

If, after reading the information in your file, you believe it is incorrect, please notify us. Tell us what is inaccurate and why. You have the right to request that we correct, amend or delete information that you feel is incorrect.

Upon receiving your request, we will reinvestigate the information you think is incorrect. If we agree with you, we will make the necessary corrections, amendments or deletions within 30 days of receiving your request. We will also notify persons or organizations to whom we have previously disclosed the inaccurate information of the change. Insurance-support organizations to whom we systematically reveal information will also be informed of the change.

If we disagree with you, we will notify you within 30 days of receiving your request, and give you our reasons for refusing to correct, amend or delete the information you feel is incorrect. If you are not satisfied by our refusal and the reasons, you have the right to place a statement in our files explaining why you believe the information is incorrect. In that case, we will ask you to send us a concise statement of what you believe is the correct information and why you disagree with our refusal to correct it. When we receive your statement, we will place it in our file and send a copy of it to persons and organizations to whom we have previously disclosed or systematically disclose information. If we make any subsequent disclosure of information in your file, we will also disclose your statement.

POLICYHOLDER DISCLOSURE

NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM

You are hereby notified that under the Terrorism Risk Insurance Act, you are entitled to insurance coverage for losses arising out of acts of terrorism, as defined in the Act, subject to all applicable policy provisions.

Limited coverage for acts of terrorism is already included in this policy with Nevada Capital Insurance Company. As of this date, the premium attributable to coverage for acts of terrorism is zero dollars (\$0.00).

You should know that the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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Insurance Services Offices, 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM AND CANCELLATION PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

Building and Personal Property Coverage Form
Commercial Automobile Coverage Form
Crime Coverage Form
Garage Coverage Form
General Liability Coverage Form
Inland Marine Coverage Form
Liquor Liability Coverage Form

A minimum premium is the lowest amount to be retained as premium. Minimum premium amounts are itemized by coverage parts, the total of which equals the Policy Minimum Premium. If any coverage part is auditable, the amount paid as an advance or deposit premium for the applicable Coverage Part(s) equals the Minimum Premium for that Coverage Part(s). The policy, whether auditable or non-auditable (flat), is subject to our retaining the Minimum Premium(s) as follows:

A. AUDITABLE POLICIES

Full Term: We will retain one hundred percent (100%) of the Minimum Premium(s) for the Coverage Part(s), or that percentage or dollar amount shown in **Audit and Advance Premium Conditions form 77 034**. In addition, the results of an audit will determine if any additional premium over the Minimum Premium(s) for the Coverage Part(s) may be due.

Mid-Term Cancellations: The results of an audit will determine if any additional premium over the Minimum Premium(s) for the Coverage Part(s) may be due. If no additional premium is due, the Minimum Premium(s) for the Coverage Part(s) will be retained as follows:

1. If the first Named Insured or anyone with power of attorney, including a premium finance company, cancels this policy or a Coverage Part:
 - a. Within ninety (90) days from the effective date: We will retain twenty-five percent (25) of the Minimum Premium(s) for the Coverage Part(s).
 - b. After ninety (90) days from the effective date: The Minimum Premium(s) for the Coverage Part(s) will be calculated based upon the number of days coverage was in effect.
2. If we cancel this policy under the terms and conditions of this policy:
 - a. Within ninety (90) days from the effective date: We will retain twenty-five percent (25) of the Minimum Premium(s) for the Coverage Part(s).
 - b. After ninety (90) days from the effective date: The Minimum Premium(s) for the Coverage Part(s) will be calculated based upon the number of days coverage was in effect. The unearned premium, or your returned premium, will be calculated using a pro rata method of cancellation.

B. NON-AUDITABLE POLICIES (FLAT)

Full Term: We will retain one hundred percent (100%) of the Minimum Premium(s) for the Coverage Part(s).

Mid-Term Cancellations: If the policy or a Coverage Part is cancelled mid-term, the Minimum Premium(s) for the Coverage Part(s) will be retained in the same manner as set forth above in Sections 1 and 2 for Mid-Term Cancellations for Auditable Policies.

All other terms and conditions remain unchanged.

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SERVICE OF SUIT FOR STATE OF WASHINGTON

Service of "suit" against us may be made upon our designated agent for purposes of service of process. .

Pursuant to any statute of the state of Washington which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other office specified for that purpose in the Statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance.

The Commissioner is requested to forward process to the Company's representative:

Non-Admitted Department
NEVADA CAPITAL INSURANCE COMPANY
9416 Double R Boulevard
Reno, Nevada 89521

The above-named are authorized and directed to accept service of process on behalf of the Company in any such suit.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Nevada Capital Insurance Company

GENERAL LIABILITY FORM SCHEDULE

POLICY NUMBER: 77-NPP-4-041584

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
JDL 195-X-14	0492	General Liability Declarations
JDL 195-X-15	0492	General Liability Schedule
77-003	0711	Constr Manager Independent Contr Or SubContr Warranty
77-007	0609	Water Damage Amendment - SubLimit at \$100,000
77-009	0711	Additional Limitations and Exclusions - Contractors
77-010	0312	Contractual Liability Limitation
77-012	0310	Exclusion - Prior Completed or Abandoned Work
77-015	0710	Amendment of Insuring Agreement Coverage B
77-016	0710	Amendment of Insuring Agreement Coverage A
77-023	0511	Excl-All Hazards in Connect With Rental Prop & Vac Lan
77-025	0511	Excavation Limitation
77-039	0512	Amendment of Commercial General Liability Conditions
77-132	1111	Exclusion - Earth Movement
77-133	1111	Exclusion - Apartment Conversion
77-134 WA	1213	Contractors Coverage Limitation
77-153	0312	Additional Insured - Completed Operations
77-185	1213	Limitation-Single Family Residential Unit Construction
77-186	1213	Limitation-Multiple Residential Structure Construction
77-187	0612	Exclusion - Roofing Operations
77-191	0612	Amendment-Other Insurance
77-192	0612	Independent Contractors Or Subcontractors Warranty
77-404	1112	Insured Contract Redefined
77-409	0114	Exclusion - Volunteer Workers
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording and Distribution of Material or Information
CG0197	1207	Washington Chgs-Employment-Related Practices Exclusion
CG0300	0196	Deductible Liability Insurance
CG0442	1103	Stop Gap - Employers Liability Cov End - Washington
CG2010	0704	Addl Ins - Owners, Lessees, or Contractors-Sched Pers
CG2154	0196	Excl-Designated Operations Covered by a Consolidated
CG2170	0108	Cap on Losses from Certified Acts of Terrorism
CG2176	0108	Excl-Punitive Damages-Certified Act of Terrorism
CG2196	0305	Silica or Silica-Related Dust Exclusion
CG2234	0798	Exclusion-Construction Management Errors & Omissions
CG2279	0798	Exclusion-Contractors-Professional Liability

Nevada Capital Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: 77-NPP-4-041584

Agent

7701

☒ See Supplemental Schedule

LIMITS OF INSURANCE

\$	2,000,000	General Aggregate Limit (Other Than Products -- Completed Operations)
\$	2,000,000	Products/Completed Operations Aggregate Limit
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	100,000	Damage to Premises Rented to You
\$	5,000	Medical Expense Limit (Any One Person)
\$		Liquor Liability (Each Common Cause and Aggregate)
\$		Employee Benefits Liability (Per Claim and Aggregate - Refer to Coverage Form)

FORM OF BUSINESS: LIMITED LIABILITY COMPANY (LLC)

Business Description: 91344 - Carpentry - Framing

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE ATTACHED

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:

		Rates			Advance Premiums	
Classifications	Code No.	Premium Basis	Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$ 2,862	\$ 1,246

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART:

Refer To Forms Schedule

04/02/2015
Countersignature Date

RIC Insurance General Agency Inc
Authorized Representative

Nevada Capital Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: 77-NPP-4-041584

Agent # 7701

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
WA STOP GAP EMPLOYERS LIABILITY COVERAGE		1-5 EMPLOYEES			128	
WA BLDG NO. 001 MANUAL PREMIUM Residential Completed Operations		1.00			250	
WA PREM NO. 001 BLDG NO. 001 CARPENTRY-FRAMING	91344	57,800.00 PAYROLL	45.186	21.553	2,612	1,246
BALANCE TO MEET LINE OF BLDG NO. 9999 BUSINESS MINIMUM						INCL

CONSTRUCTION MANAGER INDEPENDENT CONTRACTORS OR SUBCONTRACTORS WARRANTY

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended to include the following:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or medical payments for acts of independent contractors or subcontractors on a project on which you serve in the capacity of construction manager, unless the conditions stated below are met and coverage for independent contractors' or subcontractors' exposure under this policy was purchased at inception.

It is agreed that you will require the following from each independent contractor or subcontractor on a project on which you serve in the capacity of construction manager; and that the following will be obtained prior to commencement of any work:

- (1) Certificate of Insurance evidencing commercial general liability coverage and workers compensation coverage are in effect for the duration of time work is being performed from each independent contractor or subcontractor. Limits of Liability for each coverage shall be equal to or greater than those provided by this policy; and
- (2) An endorsement naming you as an Additional Insured for the commercial general liability coverage for each independent contractor or subcontractor; and
- (3) The contract representing agreement between you and each independent contractor or subcontractor on a project which you serve in the capacity of construction manager.

Any coverage under this policy for claims against any insured based on work done by an independent contractor or subcontractor is expressly excess over, and will not contribute with, the insurance required under this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SUBMIT FOR WATER DAMAGE
IN THE PRODUCTS-COMPLETED OPERATIONS HAZARD**

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION III -- Limits of Insurance** is amended to include the following:

8. Even if not so shown in the Limits of Insurance in the Declarations, the most we will pay for "bodily injury," "property damage," or "personal and advertising injury" that is within the "products-completed operations hazard" that arises out of, consists of, or is a contributing cause or factor in, or caused by, or aggravated by "water damage" is **\$100,000** per occurrence, **\$100,000** aggregate. This limitation applies regardless of whether any cause other than "water", or any event, material or product contributed concurrently, directly or indirectly, to any extent, in any sequence to any "bodily injury," "property damage," or "personal and advertising injury" that is within the "products-completed operations hazard."
 - a. Notwithstanding the language in **Section I**, paragraph 1.a., our right and duty to defend any "suit" alleging damages that are subject to the limits set forth in this endorsement will end if we offer or attempt to pay, whether or not such payment or offer is accepted, the applicable limit of insurance as set forth in this endorsement. Any such offer or attempt to pay also fully satisfies any obligation we may have under **Section I**, paragraph 1.a. to pay those sums that the Insured becomes legally obligated to pay as damages as well as any supplementary payments or other policy benefits or obligations which might otherwise be owed.
 - b. "Water" means water in any form, whether solid, liquid or gaseous, or a combination of the foregoing, but does not include water leaking from appliances, equipment or pipes.
 - c. This sublimit shall not serve to provide coverage where no other coverage is provided. For example, if mold is a concurrent, additional or resultant cause, no amount shall be paid for "bodily injury," "property damage," or "personal and advertising injury" attributable to or allocated to mold.

All other terms and conditions remain unchanged.

ADDITIONAL LIMITATIONS AND EXCLUSIONS - CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES, COVERAGE A BODILY INJURY OR PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended to include the following:

Asbestos

This insurance does not apply to:

- (1) Actual or threatened "bodily injury," "property damage," "personal and advertising injury" of any nature or kind to persons or property, which arises out of or would not have occurred but for the asbestos hazard; or
- (2) To pay, contribute to or indemnify another for damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such "bodily injury," "property damage," "personal and advertising injury" or in complying with an action authorized by law and relating to such injury or damage.

As used in this endorsement, "asbestos hazard" means:

- (1) An actual exposure, or threat of exposure to the harmful properties of "asbestos," or
- (2) The presence of "asbestos" in any place, whether or not within a building or structure; or
- (3) When the "asbestos" constitutes or is contained in any products manufactured, sold, handled, or distributed by the named insured, or any work performed by or on behalf of the named insured.

As used in this endorsement, "asbestos" means the mineral in any form, including but not limited to fibers or dust.

Classification

This insurance does not apply to:

"Bodily injury," "property damage," "personal and advertising injury" or medical payments arising out of operations which are not classified or shown on the **Commercial General Liability Coverage Declarations**, its endorsements or supplements.

Cross Suits

This insurance does not apply to:

"Bodily injury," "property damage," "personal and advertising injury" sustained by any insured when such "bodily injury," "property damage," "personal and advertising injury" arises out of the activities or operations of any other insured.

Exterior Insulation and Finish Systems

This insurance does not apply to:

"Bodily injury," "property damage," "personal and advertising injury" arising out of, caused by or attributable to, whether in whole or in part, the following:

- (1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair; including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof; or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
- (2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure, if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

- (3) As used in this endorsement "exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
- A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 - The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 - A reinforced or unreinforced base coat;
 - A finish coat providing surface texture to which color may be added; and
 - Any flashing, caulking or sealant used with the system for any purpose.

Lead

This insurance does not apply to:

"Bodily injury," "property damage," "personal and advertising injury" arising out of, resulting from, or in any way caused or contributed to by the actual, alleged or threatened ingestion, inhalation, absorption of, exposure to or presence of lead in any form emanating from any source, or

Any loss, cost or expense arising out of, resulting from or in any way related to any:

- (1) Claim, suit, request, demand, directive or order by any person, entity, or governmental authority that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of lead in any form; or
- (2) Claim or suit by or on behalf of any person, entity, or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

Various Materials

This insurance does not apply to:

"Bodily injury," "property damage," "personal and advertising injury" arising directly or indirectly out of, caused by, resulting from, contributed to or aggravated by, in whole or in part, any "excluded materials." This exclusion applies whether injury or damage occurs in whole or in part through the actual, alleged or threatened inhalation of, injection of, contact with, exposure to, existence of, or presence of any "excluded materials," regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

This policy does not apply to any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "excluded materials."

This policy does not apply to claim or "suit" by, or on behalf of, a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "excluded materials".

As used in this endorsement, "excluded materials" means any elements or combination of elements existing in nature or manufactured, whether or not a product, and whether or not used or incorporated in any product or any work, including but not limited to:

- (1) Arsenic;
- (2) Fire retardant treated plywood;
- (3) Chromated copper arsenate wood preservatives;
- (4) Entran pipe;
- (5) Airborne manganese; or
- (6) Chinese drywall, including any product known as Chinese drywall or any drywall product originating from the People's Republic of China that has been imported from any country into the United States.

Other "excluded materials" may be described in other endorsements or in the body of the policy itself, and their absence here does not affect any other terms or conditions.

Occupational Disease(s)

This insurance does not apply to:

"Bodily injury," "property damage," "personal and advertising injury" arising out of "Occupational Disease(s)."

As used in this endorsement, "Occupational Disease(s)" means any injury, including death, sickness, disease or disability, defined as occupational disease in any workers compensation or disability benefits laws, statutes or regulations of any jurisdiction in which the "Occurrence" occurred or the "Occupational Disease(s)" arose.

Pathogenic Organisms

This insurance does not apply to:

"Bodily injury," "property damage," "personal and advertising injury" arising out of any "pathogenic organisms" regardless of any other cause or event that contributed concurrently, or in any sequence to that injury or damage.

This exclusion does not apply to "bodily injury" which may result from the consumption of your product(s).

"Pathogenic organisms" means any bacteria, yeast, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.

Pertaining to each and every exclusion and limitation above, we shall not be obligated to investigate, defend, or indemnify any "insured" or any person or entity claiming right under the policy for the matters excluded herein.

All other terms and conditions remain unchanged.

CONTRACTUAL LIABILITY LIMITATION

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION V – DEFINITIONS, 9. "Insured Contract"** f. is deleted in its entirety and replaced by the following:

- f. That part of any other written contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." However, this insurance does not apply to that part of any contract or agreement that indemnifies any person or organization for the indemnitee's sole tort liability. Tort liability means a liability that would be imposed by law in the absence of any other contract or agreement.

An "insured contract" does not include that part of any contract or agreement that indemnifies any person or organization for injury or damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," or watercraft owned or operated by or rented or loaned to any insured or subcontractor of any insured. Use includes "loading or unloading."

All other terms and conditions remain unchanged including exclusions and limitations found within the policy as endorsed and written.

EXCLUSION – PRIOR COMPLETED OR ABANDONED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" or medical payments arising out of "your work" that was completed or "abandoned" prior to the inception date of this policy or the inception date of the first policy we issued to you consecutively with this policy, whichever date is earlier.

SECTION V – DEFINITIONS, paragraph 16.a.(2.)(c) is deleted in its entirety and replaced by the following:

- c. When that part of the work done at a job site has been put to its intended use by any person or organization.

SECTION V – DEFINITIONS, the following definition is added:

"Abandoned" means the failure to provide labor, materials or services for a period of ninety (90) days, despite the work set forth in the controlling construction project not being deemed complete by the owner.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT COVERAGE B – CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Insuring Agreement under **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is amended by adding the following:

- c. "Continuous or progressive" "personal and advertising injury" shall be deemed to be one offense, committed at the time when that offense first took place, or was alleged to have first taken place, prior to this policy period.
- d. If the term of this policy is more than one annual period, the most we will pay for "continuous or progressive" "personal and advertising injury" taking place over a period longer than one year is the applicable limit of insurance shown in the Declarations for the first annual period in which such injury or damage took place. We will not pay more than we are required to pay under paragraph 1. a. of this **SECTION**.

The following definition is added to **SECTION V – DEFINITIONS**:

- 23. "Continuous or progressive" means, with respect to "personal and advertising injury" that continues over time, even though the nature and extent of such injury or damage may be intermittent or repeated, changing or evolving.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT COVERAGE A – CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **Insuring Agreement** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended by deleting paragraph 1. b. (3) in its entirety; replacing paragraphs 1. c. and 1. d. with the following; and adding item 1. f.:

- c. This insurance does not apply to damages because of "bodily injury" or "property damage" that is "continuous or progressive" if the "bodily injury" or "property damage" first took place, or was alleged to have first taken place, prior to this policy period.
- d. All "continuous or progressive" "bodily injury" and "property damage" arising out of "your work" within a single project or development, and included in the "products-completed operations hazard," shall be deemed to have taken place at the time of the first such "bodily injury" or "property damage," and to have arisen out of the same "occurrence," even though the existence, nature and extent of such injury or damage may change or evolve. A single project or development includes all phases of the project or development.
- f. If the term of this policy is more than one annual period, the most we will pay for "continuous or progressive" "bodily injury" or "property damage" taking place over a period longer than one year is the applicable limit of insurance shown in the Declarations for the first annual period in which such injury or damage took place, but we will not pay more than we are required to pay under paragraph 1. a. of this **SECTION**.

The following definition is added to **SECTION V – DEFINITIONS**:

- 23. "Continuous or progressive" means "bodily injury" or "property damage" that continues or progresses over time, even though the nature and extent of such injury or damage may be intermittent or repeated, changing or evolving.

All other terms and conditions remain unchanged.

**EXCLUSION – ALL HAZARDS IN CONNECTION WITH
RENTAL PROPERTY AND VACANT LAND**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** and Paragraph 2., **Exclusions of Coverage C – Medical Payments**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or "medical payments" arising out of the ownership, maintenance or use of any rental property or vacant land, or any property located on those premises.

All other terms and conditions of the policy remain unchanged.

EXCAVATION LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of "excavation", "grading of land", "trenching", or other forms of earth movement performed by any insured.

However, this exclusion does not apply to:

1. Those operations that are performed solely in combination with covered operations related to new construction, renovation or remodeling provided that liability arising out of those operations is covered by this policy.
2. Those operations performed on behalf of any insured, as part of covered operations, by a subcontractor in accordance with this policy's **INDEPENDENT CONTRACTORS OR SUBCONTRACTORS WARRANTY** form.

All other terms and conditions of the policy remain unchanged.

AMENDMENT OF COMMERCIAL GENERAL LIABILITY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

9. **When We Do Not Renew** is deleted in its entirety.

All other terms and conditions remain unchanged.

EXCLUSION – EARTH MOVEMENT

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)** is amended as follows:

SECTION 1 – COVERAGES, COVERAGE A BODILY INJURY OR PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended to include the following:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of, consists of, caused by, resulting from, attributable to, contributed to, or aggravated by earth movement of any kind, whether or not combined with water, including but not limited to the result of landslide, the subsidence of land, mudflow, earthquake, settling, tilting, caving in, eroding, earth sinking or shifting, whether arising from natural causes or resulting in whole or in part from operations of any insured or any independent contractor or subcontractor performing work on any insured's behalf.

This exclusion applies regardless of the cause of the earth movement, whether man made or through natural occurrence or both, whether any other cause of loss contributed concurrently, or in any sequence, to an injury or damage, no matter how slight or great the contribution of other cause of loss may be.

It is the intent of this policy not to cover any "bodily injury," "property damage," "personal and advertising injury" which in any way involves any form of earth movement. If for any reason any part of this endorsement is found to be ambiguous or to fail to exclude a loss involving earth movement, then even if not so shown in the Limits of Insurance in the Declarations, the most we will pay for "property damage" that arises out of, consists of, or is a contributing cause or factor in, or is caused by, or aggravated by earth movement is \$25,000 per occurrence, \$25,000 aggregate. This limitation applies regardless of whether any cause other than earth movement, or any event, material or product contributed concurrently, directly or indirectly, to any extent, in any sequence to the "property damage."

Notwithstanding the language in Section I, paragraph 1.a., our right and duty to defend any "suit" alleging damages that are subject to the limits set forth in this endorsement will end if we tender to any insured the applicable limit of insurance as set forth in this endorsement. Any such tender also fully satisfies any obligation we may have under Section I, paragraph 1.a. to pay those sums that any insured becomes legally obligated to pay as damages as well as any supplementary payments or other policy benefits or obligations which might otherwise be owed.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – APARTMENT CONVERSION

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended to include the following:

Apartment Conversion

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of work performed by any insured to convert an apartment, or apartments, to any other form of "**multiple residential construction.**"

"**Multiple residential construction**" as used in this endorsement means townhouses, condominiums (including zero lot line and air space condominiums), cooperative housing units, apartments, mixed-use structures containing retail and/or commercial use along with any residential use, or any other multi-family housing structure containing permanent dwellings designed, intended, or used by natural persons or groups of natural persons constituting single households.

All other terms and conditions remain unchanged.

CONTRACTORS COVERAGE LIMITATIONS

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employers Liability** is deleted in its entirety and replaced as follows:

e. Employers Liability

"Bodily injury" to:

- (1) An "employee", "temporary worker", independent contractor or subcontractor of any insured or employee of any independent contractor or subcontractor arising out of and in the course of:
 - (a) Employment by any insured; or
 - (b) Performing duties related to the conduct of any insured's business; or
 - (c) Arising out of the injured party's employment.
- (2) A fellow "employee", "temporary worker", independent contractor or subcontractor of any insured arising out of and in the course of such employment when the insured is an "executive officer" of such employer; or
- (3) The spouse, child, parent, brother or sister of that "employee", "temporary worker", independent contractor or subcontractor as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether an insured may be liable as an employer or in any other capacity;
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury; or
- (3) To any liability assumed under any contract or agreement.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION V – DEFINITIONS, 19. Temporary Worker** is deleted in its entirety and replaced with the following:

19. "Temporary worker" means any person who is:

- a. furnished to you to substitute for a permanent "employee";
- b. a short-term worker; or
- c. not an "employee" or "volunteer worker".

All other terms and conditions remain unchanged.

ADDITIONAL INSURED - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)**, **SECTION II – Who Is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule below, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

Schedule of Additional Insured Person(s) or Organization(s):

Per Schedule on File with Agent Identified in Common Policy Declarations Page

LIMITATION – FAMILY RESIDENTIAL DWELLING CONSTRUCTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, item 2. Exclusions and COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, item 2. Exclusions are amended to include the following:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of:

1. Any "project site" or "subdivision" involving "family residential dwelling(s)" upon which operations are or were performed by or on behalf of any insured on more than twenty 25 "residential unit(s)".

This endorsement does not apply to:

- a. Work performed by the named insured involving the renovating, remodeling or enlarging of any "family residential dwelling(s)" or "multiple family residential structure(s)" that are already built, erected or otherwise in existence unless any insured participated in any way in the original development or construction.
- b. Structures to be used solely as rental apartments.

"Multiple family residential structure(s)" as used in this endorsement means those structures containing five or more "residential unit(s)" and/or mixed-use structures containing retail and/or commercial use along with any "residential unit(s)."

"Project Site" as used in this endorsement means one or more plots of land that aren't part of a "subdivision" being developed for construction of "family residential dwellings" or "multiple family residential structures."

"Residential unit(s)" as used in this endorsement means an individual place of habitation designed, intended or used for occupancy as a dwelling place by natural persons or groups of natural persons.

"Family residential dwelling(s) unit" as used in this endorsement means a place of habitation with one to four "residential units."

"Subdivision" as used in this endorsement means a tract of land that has been divided into more than one plot for construction of "family residential dwellings" or "multiple family residential structures."

All other terms and conditions remain unchanged.

LIMITATION – MULTIPLE FAMILY RESIDENTIAL STRUCTURE CONSTRUCTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, item 2. Exclusions and COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, item 2. Exclusions are amended to include the following:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of:

1. Any "project site" or "subdivision" involving "multiple family residential structure(s)" with more than twenty-five (25) "residential unit(s)".

This endorsement does not apply to:

- a. Work performed by the named insured involving the renovating, remodeling or enlarging of any "family residential dwelling(s)" or "multiple family residential structure(s)" that are already built, erected or otherwise in existence unless any insured participated in any way in the original development or construction.
- b. Structures to be used solely as rental apartments.

"Multiple family residential structure(s)" as used in this endorsement means those structures containing five or more "residential unit(s)" and/or mixed-use structures containing retail and/or commercial use along with any "residential unit(s)."

"Project Site" as used in this endorsement means one or more plots of land that aren't part of a "subdivision" being developed for construction of "family residential dwellings" or "multiple family residential structures."

"Residential unit(s)" as used in this endorsement means an individual place of habitation designed, intended or used for occupancy as a dwelling place by natural persons or groups of natural persons.

"Family residential dwelling(s)" as used in this endorsement means a place of habitation with one to four "residential units."

"Subdivision" as used in this endorsement means a tract of land that has been divided into more than one plot for construction of "family residential dwellings" or "multiple family residential structures."

All other terms and conditions remain unchanged.

EXCLUSION – ROOFING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of "roofing operations" performed by insured.

However, this exclusion does not apply to "roofing operations" that are:

1. Not more than 25% of the total contract cost for the project and incidental to the primary work of the insured; and,
2. Performed by the insured, or on behalf of the insured by a subcontractor, in combination with other operations performed by the insured related to remodeling or enlarging a "residential unit," or "commercial unit," provided that liability arising out of those other operations is covered by this policy; or,
3. Included in "your work" constructing a "utility building."

SECTION V – DEFINITIONS, the following definitions are added:

"Commercial unit" as used in this endorsement means a place of commerce designed, intended or used for occupancy as a business.

"Residential unit" as used in this endorsement means a place of habitation designed, intended or used for occupancy as a permanent dwelling place by natural persons or groups of natural persons constituting a single household.

"Roofing operations" means the installation, repair, removal or replacement of roofing material, including flashing, leak barriers, ridge caps, roof deck protection, sheathing, shingles or other roof covering material, and underlayment.

"Utility building" means a structure used primarily for storage. A "residential unit" is not a "Utility building".

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01 12 07) SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4, “Other Insurance”** is deleted in its entirety and replaced by the following:

If other valid and collectible insurance is available to the insured where they are named as an additional insured for a loss we cover under Coverages A or B of this Coverage Part, this insurance is excess over any such insurance whether that insurance is primary, excess, contingent or on any other basis, unless that valid and collectible insurance was purchased specifically as excess to this insurance. This insurance shall not contribute to any valid and collectible insurance to which it is excess.

When this insurance is excess over other valid and collectible insurance we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance that would be available to pay for the loss in absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

All other terms and conditions remain unchanged.

INDEPENDENT CONTRACTORS OR SUBCONTRACTORS WARRANTY

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01 12 07)**, **SECTION 1 – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. EXCLUSIONS** is amended to include the following:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or medical payments for acts of independent contractors or subcontractors you hire or are working on your behalf, unless the conditions stated below are met and coverage for independent contractors' or subcontractors' exposure under this policy was purchased at inception.

It is agreed that you will require the following from each independent contractor or subcontractor you hire or who performs work on your behalf and that the following will be obtained prior to commencement of any work performed for the insured:

- (1) Certificate of Insurance evidencing commercial general liability coverage and workers compensation coverage are in effect for the duration of time work is being performed on behalf of insured from each independent contractor or subcontractor. Limits of Liability for each coverage shall be equal to or greater than those provided by this policy; and
- (2) An endorsement naming you as an Additional Insured for the commercial general liability coverage for each independent contractor or subcontractor; and
- (3) The contract representing agreement between you and each independent contractor or subcontractor you hire or that does work on your behalf.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED CONTRACT REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION V – DEFINITIONS,
9. "Insured Contract" is deleted and replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other written contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

(4) That indemnifies any person or organization for "bodily injury" to any "employee", "temporary worker", "volunteer worker", independent contractor or subcontractor of any insured or "employee", "temporary worker", "volunteer worker" of any independent contractor or subcontractor who is or has performed work on a project upon which any insured has performed any work.

EXCLUSION – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY FORM

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. EXCLUSIONS is amended to add the following:

2. Exclusions

r. "Volunteer Workers"

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

2. EXCLUSIONS is amended to add the following:

2. Exclusions

q. "Volunteer Workers"

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS

2. EXCLUSIONS is deleted in its entirety and replaced as follows:

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured.

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

All other terms and conditions remain unchanged

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., **Exclusions of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages)**:

This insurance does not apply to:

"Bodily injury" to:

1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs a., b. and c. above is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs a., b. or c. above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs 1.a. and 2. of this exclusion do not apply if such "bodily injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

- B. The following exclusion is added to Paragraph 2., **Exclusions of Coverage B – Personal And Advertising Injury Liability (Section I – Coverages)**:

This insurance does not apply to:

"Personal and advertising injury" to:

1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs a., b. and c. above is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs a., b. or c. above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs 1.a. and 2. of this exclusion do not apply if such "personal and advertising injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability		\$	\$
OR			
Property Damage Liability		\$	\$ 1,000
OR			
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance			
Bodily Injury By Accident	\$	1,000,000	Each Accident
Bodily Injury By Disease	\$	1,000,000	Aggregate Limit
Bodily Injury By Disease	\$	1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to Section I – Coverages:

COVERAGE – STOP GAP – EMPLOYERS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.
- c. The damages we will pay, where recovery is permitted by law, include damages:
 - (1) For:
 - (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
 - (b) Care and loss of services; and
 - (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and
 - (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty; because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Supplementary Payments provisions apply to Coverage – Stop Gap Employers Liability as well as to Coverages A and B.

C. For the purposes of this endorsement, Section II – Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

- 1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- 3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, Section III – Limits Of Insurance, is replaced by the following:

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
- 3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
- 4. Subject to Paragraph D.3. of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Condition 2. – **Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section IV is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, Paragraph 4. of the **Definitions** Section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the **Definitions** Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As approved and on file with RIC Insurance General Agency	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ANY AND ALL WRAP-UPS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager; or

2. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager.

This exclusion does not apply to "bodily injury" or "property damage" due to construction or demolition work done by you, your "employees" or your subcontractors.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

EXHIBIT C

PREG & O'DONNELL
GILLETT PLLC
L A W Y E R S

Gregory S. Latendresse
glatendresse@pregodonnell.com

Please Reply to Seattle Office

July 13, 2018

VIA CERTIFIED MAIL /
RETURN RECEIPT REQUESTED

Delcon Construction, LLC
Paola Paredes, Registered Agent
2120 Broadway, Suite B
Everett, WA 98201

Jason Wingert
Wingert Insurance Agency
16300 Mill Creek Blvd.
Mill Creek, WA 98102

Re: **Mario Perez Martinez and Maria Cenicerros v. Harbour Homes, LLC**
King County Superior Court Cause No. 18-2-16456-7 SEA
Our File No.: 10357-0002

TENDER OF DEFENSE AND INDEMNITY

Dear Ms. Paredes and Mr. Wingert:

This law firm represents Harbour Homes, LLC ("HH") in the above-referenced lawsuit which arose out of a construction worksite injury on February 29, 2016 at Ridgecrest Park, 3122 92nd Place, Everett, Washington, 98208 ("the Project"). The Complaint alleges that Plaintiff Mario Perez Martinez ("Plaintiff" or "Mario"), a Delcon Construction, LLC ("Delcon") employee, was injured when he was installing framing on the second floor of the Project, stepped on an unsecured board, and fell two stories to the ground. Plaintiff alleges Delcon was hired by HH for construction services, including framing, and Plaintiff was injured during the framing of the Project.

Pursuant to the enclosed June 10, 2014 Certificate of Liability Insurance, HH was named as an Additional Insured on Delcon's insurance policies issued by Nevada Capital Insurance Company and/or United Financial Casualty through Wingert Insurance Agency.

901 FIFTH AVE., SUITE 3400 • SEATTLE, WASHINGTON 98164-2026 • TEL. (206) 287-1775 • FAX (206) 287-9113

222 SW COLUMBIA ST., SUITE 650 • PORTLAND, OREGON 97201-6615 • TEL. (503) 224-3650 • FAX (503) 224-3649

310 K STREET, SUITE 200 • ANCHORAGE, ALASKA 99501-2039 • TEL. (907) 274-1544 • FAX (907) 276-5291

July 13, 2018
Page 2

This letter serves as HH's tender of defense and indemnity to Delcon and its insurers pursuant to the Subcontract between the parties. Enclosed is a copy of Plaintiff's Complaint along with a copy of the Subcontract. Pursuant to the Paragraphs 6, 7, and 16 of the Subcontract, Delcon agreed to indemnify, protect, defend and hold harmless HH. Further, Delcon was required under Paragraph 5 of the Subcontract to name HH as an additional insured under Delcon's insurance policy.

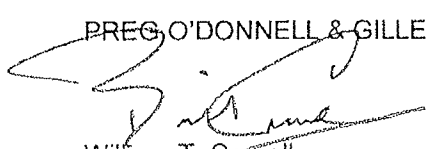
Please consider this letter written notice and tender to Delcon for the defense and indemnity of HH in the above referenced lawsuit pursuant to the parties' contract. Please immediately forward this letter and attachments to Delcon and Delcon's insurance carriers and brokers to place them on notice of this claim as well.

Please acknowledge receipt of this letter immediately and provide us with a response to this tender not later than **7 days** from receipt of this notice. Please provide certified copies of all policies or contracts of insurance with Delcon.

I await your prompt response. Please contact us with any questions.

Very truly yours,

PREG O'DONNELL & GILLET PLLC



William T. Cornell
Gregory S. Latendresse

GL:gl
5502306
Enclosures



August 6, 2018

Preg, O'Donnell & Gillett
Attention: Mr. Gregory S. Latendresse
901 Fifth Avenue, Suite 3400
Seattle, Washington 98164-2026

VIA EMAIL: glatendresse@pregodonnell.com

Re: Mario Perez Martinez, et al. v. Harbour Homes, LLC
Jurisdiction: King County Superior Court
Case Number: 18-2-16456-7 SEA
Your File Number: 10357-0002
Our Insured: Delcon Construction LLC
Our Claim Number: M-1900-1534329
Our Policy Number: 77-NPP-4-041584
Date of Loss: February 29, 2016

Dear Mr. Latendresse:

This letter is to notify you that responsibility for the Claim file has been transferred from the undersigned for further handling and response to your tender letter of July 13, 2018.

R & Q Solutions LLC
Two Logan Square, Suite 600
Philadelphia, PA 19103
(267)675-3338.

Sincerely,

Jeanne Watkins

Jeanne Watkins, AIC (extension 5070)
Litigation Supervisor
Nevada Capital Insurance Company
litigation@ciginsurance.com
JW:cpc51 0803-001-0210

NORTHERN CLAIM REGION

Post Office Box 40460 Bakersfield, California 93384-0460
(800) 986-9974 • (831) 233-5070 • FAX # (831) 233-5858 • www.ciginsurance.com

California Capital Insurance Company • Eagle West Insurance Company • Monterey Insurance Company • Nevada Capital Insurance Company

EXHIBIT D



Claim Number: 1534329

Date of Loss: 02/29/2016

My Insured: Delcon Construction LLC

Policy Number: 77-NPP-4-041584

Policy Period: 03/24/2015 thru 03/24/2016

Plaintiff: Mario P Martinez

Dear Greg Latendresse,

Please allow this letter to confirm receipt of the tender submitted on behalf of Harbor Homes, LLC. While you produced the certification of insurance, we have not confirmed that there is an endorsement for Harbour Homes LLC as an additional insured under our policy. Therefore, there is ongoing investigation continuing to see if coverage is applicable.

Thank you for your time and cooperation.

Regards,

Cedar McCredie

Claims Specialist

Insurance Services Division

R&Q Solutions

Two Logan Square, Suite 600

Philadelphia, PA 19103-2772

Telephone: (267) 675-3338

Facsimile: (267) 675-3340

Email: cedar.mccredie@rqih.com

Email: www.rqih.com

EXHIBIT E

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Harbour Homes LLC	Ongoing Operations Approved and on File with RIC Insurance
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ADDITIONAL INSURED - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION II – Who Is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule below, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

Schedule of Additional Insured Person(s) or Organization(s): Harbour Homes LLC

Per Schedule on File with Agent Identified in Common Policy Declarations Page

SURPLUS LINES

Nevada Capital Insurance Company COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

**AGENCY BILL
AUDITABLE**

SERVICE OF SUIT NO FLAT CANCELLATION
CLAUSE ATTACHED

Policy Number: 77-NPP-4-041584

Renewal of: 77-NPP-4-041584

Named Insured and Mailing Address:
Delcon Construction LLC
18900 Crown Ridge Blvd
Arlington, WA 98223

Agent:
7701
RIC Insurance General Agency Inc
P.O. Box 2599
Friday Harbor, WA 98250

(360) 378-2033

Policy Period: From: 03/24/2015 To: 03/24/2016 at 12:01 A.M. Standard Time at your mailing address shown above.

Legal Text: Wingert Insurance Agency

Business Description: 91344 - Carpentry - Framing

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	\$ 4,236
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Special Programs	
Boiler and Machinery Coverage Part	
Terrorism Risk Insurance Act of 2002	No Charge
Surplus Lines Tax: \$ 90.72	
Other Tax:	
Stamping Fee: \$ 4.54	
Broker Fee: \$ 300.00	
Other Fee:	
Total Charges Due: \$ 4,631.26	

This is not a bill. Any premium due will be applied to the Account Bill.
TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:
Refer to Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

04/02/2015
Countersignature Date

RIC Insurance General Agency Inc
Authorized Representative

"This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington State guaranty association law." (RIC Insurance General Agency, Inc.)

Agent Copy

Nevada Capital Insurance Company

COMMERCIAL POLICY

FORM SCHEDULE

POLICY NUMBER: 77-NPP-4-041584

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description
00-031	0114	Commercial Policy Jacket
JDL 195-X-1	0811	Common Policy Declaration
JDL 195-X-9	0492	Additional Interest Schedule
JDL 195-X-3	0492	Location Schedule
77-030	1111	Common Policy Conditions
77-032	1111	Excl-Acts of Nuclear/Bio/Chem Radioactive Terrorism
77-033	1111	Punitive Damages Exclusion
77-034	1111	Audit and Advance Premium Endorsement
77-035	1111	Notice to Insureds (Regarding Claims)
77-036	1111	Consumer Privacy Information
77-037	1111	Notice of Insurance Coverage for Acts of Terrorism
77-038	0912	Minimum Earned Premium and Cancellation Premium Endt
77-053	1111	Service of Suit - Washington
IL0003	0702	Calculation of Premium
IL0021	0498	Nuclear Energy Liability Exclusion Endorsement
ILN142	0606	Washington Fraud Statement

Nevada Capital Insurance Company
ADDITIONAL INTEREST SCHEDULE

Policy Number: 77-NPP-4-041584
Delcon Construction LLC
18900 Crown Ridge Blvd
Arlington, WA 98223

AGENT #: 7701
RIC Insurance General Agency Inc
P.O. Box 2599
Friday Harbor, WA 98250

LIABILITY:

Additional Insured

As approved and on file with RIC
Insurance General Agency
Spring St
Friday Harbor, WA 98250

CG2010 - WA - Loc #1

Nevada Capital Insurance Company

LOCATION SCHEDULE

Policy Number: 77-NPP-4-041584
Delcon Construction LLC
18900 Crown Ridge Blvd
Arlington, WA 98223

AGENT #: 7701
RIC Insurance General Agency Inc
P.O. Box 2599
Friday Harbor, WA 98250

Premis No.	Bldg No.	Address
001	001	18900 Crown Ridge Blvd Arlington, WA 98223

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUDIT AND ADVANCE PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY
LIQUOR LIABILITY

Item 5.b. of the Premium Audit Condition (under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, LIQUOR LIABILITY CONDITIONS AND PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS) is amended to read:

- b. The advance premium for this Coverage Part is a deposit premium only. The final premium shall be subject to audit. At the close of each audit period we will compute the earned premium for that period. Any audit premiums are due and payable to us on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. In the event the first named Insured fails or refuses to allow our representative to audit your books and records, we may unilaterally charge a final premium for the policy period at double the minimum or advance premium, whichever is greater, and such final premium shall be immediately due and payable on notice to the first Named Insured. For purposes of this policy, the terms advance premium, earned premium, and minimum are defined as follows:

Advance Premium - The premium that is stated in the policy Declarations and payable in full by the first Named Insured at the inception of the policy.

Earned Premium - The premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the audit period.

Minimum Premium - the lowest premium for which this Insurance will be written for the Policy Period stated in the Declarations. This minimum premium is equal to 100% (unless a different percentage (%) or a dollar amount is shown in the SCHEDULE below) of the advance premium including any premium adjustments made by endorsement to this Policy during this Policy Period. Premium adjustments do not include the audit premium developed for the Policy Period stated in the Declarations.

SCHEDULE OF MINIMUM PREMIUM

COVERAGE PART	MINIMUM PREMIUM
Commercial General Liability Coverage Part	750.00
Liquor Liability Coverage Part	NA
Products/Completed Operations Liability Coverage Part	Included

All other terms and conditions remain unchanged.

ADDITIONAL INSURED - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION II – Who Is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule below, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

Schedule of Additional Insured Person(s) or Organization(s):

Harbour Homes LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM AND CANCELLATION PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

Building and Personal Property Coverage Form
Commercial Automobile Coverage Form
Crime Coverage Form
Garage Coverage Form
General Liability Coverage Form
Inland Marine Coverage Form
Liquor Liability Coverage Form

A minimum premium is the lowest amount to be retained as premium. Minimum premium amounts are itemized by coverage parts, the total of which equals the Policy Minimum Premium. If any coverage part is auditable, the amount paid as an advance or deposit premium for the applicable Coverage Part(s) equals the Minimum Premium for that Coverage Part(s). The policy, whether auditable or non-auditable (flat), is subject to our retaining the Minimum Premium(s) as follows:

A. AUDITABLE POLICIES

Full Term: We will retain one hundred percent (100%) of the Minimum Premium(s) for the Coverage Part(s), or that percentage or dollar amount shown in **Audit and Advance Premium Conditions form 77 034**. In addition, the results of an audit will determine if any additional premium over the Minimum Premium(s) for the Coverage Part(s) may be due.

Mid-Term Cancellations: The results of an audit will determine if any additional premium over the Minimum Premium(s) for the Coverage Part(s) may be due. If no additional premium is due, the Minimum Premium(s) for the Coverage Part(s) will be retained as follows:

1. If the first Named Insured or anyone with power of attorney, including a premium finance company, cancels this policy or a Coverage Part:
 - a. Within ninety (90) days from the effective date: We will retain twenty-five percent (25) of the Minimum Premium(s) for the Coverage Part(s).
 - b. After ninety (90) days from the effective date: The Minimum Premium(s) for the Coverage Part(s) will be calculated based upon the number of days coverage was in effect.
2. If we cancel this policy under the terms and conditions of this policy:
 - a. Within ninety (90) days from the effective date: We will retain twenty-five percent (25) of the Minimum Premium(s) for the Coverage Part(s).
 - b. After ninety (90) days from the effective date: The Minimum Premium(s) for the Coverage Part(s) will be calculated based upon the number of days coverage was in effect. The unearned premium, or your returned premium, will be calculated using a pro rata method of cancellation.

B. NON-AUDITABLE POLICIES (FLAT)

Full Term: We will retain one hundred percent (100%) of the Minimum Premium(s) for the Coverage Part(s).

Mid-Term Cancellations: If the policy or a Coverage Part is cancelled mid-term, the Minimum Premium(s) for the Coverage Part(s) will be retained in the same manner as set forth above in Sections 1 and 2 for Mid-Term Cancellations for Auditable Policies.

All other terms and conditions remain unchanged.

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Nevada Capital Insurance Company

GENERAL LIABILITY FORM SCHEDULE

POLICY NUMBER: 77-NPP-4-041584

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
JDL 195-X-14	0492	General Liability Declarations
JDL 195-X-15	0492	General Liability Schedule
77-003	0711	Constr Manager Independent Contr Or SubContr Warranty
77-007	0609	Water Damage Amendment - SubLimit at \$100,000
77-009	0711	Additional Limitations and Exclusions - Contractors
77-010	0312	Contractual Liability Limitation
77-012	0310	Exclusion - Prior Completed or Abandoned Work
77-015	0710	Amendment of Insuring Agreement Coverage B
77-016	0710	Amendment of Insuring Agreement Coverage A
77-023	0511	Excl-All Hazards in Connect With Rental Prop & Vac Lan
77-025	0511	Excavation Limitation
77-039	0512	Amendment of Commercial General Liability Conditions
77-132	1111	Exclusion - Earth Movement
77-133	1111	Exclusion - Apartment Conversion
77-134 WA	1213	Contractors Coverage Limitation
77-153	0312	Additional Insured - Completed Operations
77-185	1213	Limitation-Single Family Residential Unit Construction
77-186	1213	Limitation-Multiple Residential Structure Construction
77-187	0612	Exclusion - Roofing Operations
77-191	0612	Amendment-Other Insurance
77-192	0612	Independent Contractors Or Subcontractors Warranty
77-404	1112	Insured Contract Redefined
77-409	0114	Exclusion - Volunteer Workers
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording and Distribution of Material or Information
CG0197	1207	Washington Chgs-Employment-Related Practices Exclusion
CG0300	0196	Deductible Liability Insurance
CG0442	1103	Stop Gap - Employers Liability Cov End - Washington
CG2010	0704	Addl Ins - Owners, Lessees, or Contractors-Sched Pers
CG2154	0196	Excl-Designated Operations Covered by a Consolidated
CG2170	0108	Cap on Losses from Certified Acts of Terrorism
CG2176	0108	Excl-Punitive Damages-Certified Act of Terrorism
CG2196	0305	Silica or Silica-Related Dust Exclusion
CG2234	0798	Exclusion-Construction Management Errors & Omissions
CG2279	0798	Exclusion-Contractors-Professional Liability

Nevada Capital Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: 77-NPP-4-041584

7701

Agent

☒ See Supplemental Schedule

LIMITS OF INSURANCE

\$	2,000,000	General Aggregate Limit (Other Than Products - Completed Operations)
\$	2,000,000	Products/Completed Operations Aggregate Limit
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	100,000	Damage to Premises Rented to You
\$	5,000	Medical Expense Limit (Any One Person)
\$		Liquor Liability (Each Common Cause and Aggregate)
\$		Employee Benefits Liability (Per Claim and Aggregate - Refer to Coverage Form)

FORM OF BUSINESS: LIMITED LIABILITY COMPANY (LLC)

Business Description: 91344 - Carpentry - Framing

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE ATTACHED

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:						
Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$ 2,862	\$ 1,246

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART:
Refer To Forms Schedule

04/02/2015
 Countersignature Date

RIC Insurance General Agency Inc
 Authorized Representative

Nevada Capital Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: 77-NPP-4-041584

Agent # 7701

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
WA STOP GAP EMPLOYERS LIABILITY COVERAGE		1-5 EMPLOYEES			128	
WA BLDG NO. 001 MANUAL PREMIUM Residential Completed Operations		1.00			250	
WA PREM NO. 001 BLDG NO. 001 CARPENTRY-FRAMING	91344	57,800.00 PAYROLL	45.186	21.553	2,612	1,246
BALANCE TO MEET LINE OF BLDG NO. 9999 BUSINESS MINIMUM						INCL

AMENDMENT OF COMMERCIAL GENERAL LIABILITY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

9. **When We Do Not Renew** is deleted in its entirety.

All other terms and conditions remain unchanged.

ADDITIONAL INSURED - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION II – Who Is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule below, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

Schedule of Additional Insured Person(s) or Organization(s):

Harbour Homes LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED CONTRACT REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01), SECTION V – DEFINITIONS,
9. "Insured Contract" is deleted and replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other written contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

(4) That indemnifies any person or organization for "bodily injury" to any "employee", "temporary worker", "volunteer worker", independent contractor or subcontractor of any insured or "employee", "temporary worker", "volunteer worker" of any independent contractor or subcontractor who is or has performed work on a project upon which any insured has performed any work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability		\$	\$
OR			
Property Damage Liability		\$	\$ 1,000
OR			
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance			
Bodily Injury By Accident	\$	1,000,000	Each Accident
Bodily Injury By Disease	\$	1,000,000	Aggregate Limit
Bodily Injury By Disease	\$	1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to Section I – Coverages:

COVERAGE – STOP GAP – EMPLOYERS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.
 - c. The damages we will pay, where recovery is permitted by law, include damages:
 - (1) For:
 - (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
 - (b) Care and loss of services; and
 - (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and
 - (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.
- 2. Exclusions**
- This insurance does not apply to:
- a. **Intentional Injury**

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.
 - b. **Fines Or Penalties**

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.
 - c. **Statutory Obligations**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
 - d. **Contractual Liability**

Liability assumed by you under any contract or agreement.
 - e. **Violation Of Law**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".
 - f. **Termination, Coercion Or Discrimination**

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.
 - g. **Failure To Comply With "Workers Compensation Law"**

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

 - (1) Deprived of common law defenses; or
 - (2) Otherwise subject to penalty; because of your failure to secure your obligations or other failure to comply with any "workers compensation law".
 - h. **Violation Of Age Laws Or Employment Of Minors**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

 - (1) Knowingly employed by you in violation of any law as to age; or
 - (2) Under the age of 14 years, regardless of any such law.
 - i. **Federal Laws**

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

 - (1) The Federal Employer's Liability Act (45 USC Section 51-60);
 - (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
 - (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
 - (5) The Defense Base Act (42 USC Sections 1651-1654);
 - (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
 - (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
 - (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
 - (9) Any subsequent amendments to the laws listed above.
- j. **Punitive Damages**
Multiple, exemplary or punitive damages.
- k. **Crew Members**
"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.
- B. The **Supplementary Payments** provisions apply to Coverage – Stop Gap Employers Liability as well as to Coverages A and B.
- C. For the purposes of this endorsement, **Section II – Who Is An Insured**, is replaced by the following:
- If you are designated in the Declarations as:
- 1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - 2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - 3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

- D. For the purposes of this endorsement, **Section III – Limits Of Insurance**, is replaced by the following:

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
- 3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
- 4. Subject to Paragraph D.3. of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Condition 2. – Duties In The Event Of Occurrence, Claim Or Suit of the Conditions Section IV is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, Paragraph 4. of the Definitions Section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the Definitions Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As approved and on file with RIC Insurance General Agency	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.